

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-074
ANNUAL REQUIREMENTS FOR
HAZARDOUS CHEMICAL & ENVIRONMENTAL
EMERGENCY RESPONSE SERVICES

DATE: June 6, 2006

CONTRACT PERIOD: May 1, 2006 thru April 30, 2007

CONTRACTOR: Environmental Solutions Inc.
9144 S. 147th St.
Omaha NE 68138

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Dan McCarty
Telephone No.: 402-896-3600
FAX No.: 402-894-2444
E-Mail Address: dan@esilink.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As per Contract for Spec. 06-074

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076456
Dated:06/02/06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**HAZARDOUS CHEMICAL & ENVIRONMENTAL
EMERGENCY RESPONSE SERVICES
SPECIFICATION 06-074**

Contractor:

**Environmental Solutions, Inc.
9144 S. 147th St.
Omaha, NE 68138**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 1st day of May 2006, by and between Environmental Solutions, Inc., 9144 S. 147th St., Omaha, NE 68138 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Hazardous Chemical & Environmental Emergency Response Services (Spec. 06-074) for the period of May 1, 2006 through April 30, 2007 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

According to the hourly rates contained in the Contractor's Proposal.

CONTRACT AGREEMENT

See Attachment A concerning payment issues for this contract.

The Contract Documents comprise the Contract, and consist of the following:

1. The Request for Proposals
2. The Contractor's Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
6. The Bonds

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Calvin J. Levy
Mayor

Approved by Executive or No. 076456
dated June 2, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Roy Heimer (SEAL)
Secretary

ENVIRONMENTAL SOLUTIONS, INC.
Name of Corporation

9144 J. 14th St. Omaha, NE. 68138
(Address)

By: Dan McFarlane
Duly Authorized Official

PROJECT MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

- 2.2.5.1 In the event that Environmental Solutions, Inc. has made every reasonable effort to collect from the responsible party all fees owed resulting from environmental services performed in Lancaster County as directed by LLCHD in conjunction with contract specification 2.2.5 in the current Hazardous Chemical and Environmental Emergency Response Services Contract with LLCHD, and the invoice reflecting said unpaid fees ages to 120 days, LLCHD will assume responsibility for all outstanding monies owed for costs of services directed and approved by LLCHD. Soon after the date when the preceding criteria have been met, Environmental Solutions, Inc. shall provide LLCHD with a revised invoice for the unpaid fees showing LLCHD as the accountable party with a copy of the original invoice that was sent to the responsible party attached as well as documentation of reasonable efforts made. Said invoice shall be due 30 days from date of issue. It shall then be the discretion of LLCHD to recover their expenditures as necessary from the original responsible party.
- 2.2.5.2 Reasonable efforts to recover costs, as stated in clause 2.2.5 shall include filing a claim in small claims court, passing the account over to a collections agency and/or filing liens against the responsible parties property and other assets. These are only minimum efforts, the Contractor is not prohibited from making efforts beyond those listed including seeking civil remedy in the court of proper jurisdiction.
- 2.2.5.3 If monies are collected by ESI at a later date from the responsible party, those monies shall be paid to LLCHD in their entirety, excluding non-recoverable collection costs borne by ESI.
- 2.2.5.4 The contractor shall comply with all requests made by LLCHD in LLCHD's attempts to recover expenditures from the original responsible party. This request may include entering into a party in litigation against responsible person, and provide witnesses and documentation of the events.

ESTIMATED COSTS FOR SERVICES PROVIDED

See Section 6.1 for outline of services provided.

Vehicles - See Attached

Heavy Equipment - See Attached

Monitoring Equipment - See Attached

Supplies - See Attached

PPE Costs - See Attached

Mobilization Charges - See Attached

Personnel - See Attached

Testing:

Flash Point (up to 210F)	\$48.00
Corrosivity (pH)	\$ 9.00
Reactivity (cyanide/sulfide/water)	\$108.00
TCLP Metals except Hg	\$216.00 (1)
TCLP Hg	\$144.00 (2)
TPH (GRO/DRO/ORO)	\$36.00
TCLP VOC	\$216.00 (3)
TCLP Semi Volatiles	\$240.00 (4)
TCLP Pesticide/Herbicide	\$216.00/240.00 (5)
TCLP Benzene	\$120.00 (6)
Paint Filter Test	\$12.00

(1) TCLP Extraction \$96.00 Metal Analysis \$12.00

(2) TCLP Extraction \$96.00 Hg Analysis \$48.00

(3) TCLP Extraction (ZHE) \$96.00 VOC Analysis \$120.00

(4) TCLP Extraction \$96.00 unless it is the same sample as metals analysis then no charge.
SVOC Analysis \$144.00

(5) TCLP Extraction \$96.00 unless it is the same sample as metals analysis or SVOC, then no charge. Pesticide Analysis \$120.00 Herbicide Analysis \$144.00

(6) TCLP Extraction (ZHE) \$96.00 Benzene Analysis \$24.00 unless it is the same sample as VOC analysis then no charge.

Disposal:

	<u>5 gallon or less</u>	<u>5 to 55 gallon</u>
Ignitable waste	\$64.00	\$183.00
Aerosols	\$239.00	\$797.00
Corrosive waste	\$158.00	\$522.00
Aerosols	\$239.00	\$797.00
Reactive waste	\$249.00	\$828.00
Aerosols	\$239.00	\$797.00
TCLP waste	\$194.00	\$646.00
Aerosols	\$239.00	\$797.00
Solvent waste	\$64.00	\$183.00
Aerosols	\$239.00	\$797.00
Non-RCRA waste	\$68.00	\$221.00
Aerosols	\$239.00	\$797.00

<u>Waste Item</u>	<u>Per Gallon Price</u>
Gasoline	\$1.50 gallon
Diesel	\$1.50 gallon
Kerosene	\$1.50 gallon
Concrete Sealer	\$3.31 gallon
Asphalt Coat/Sealer	\$3.31 gallon
Muriatic Acid	\$9.50 gallon
Lead Acid Battery	\$514.00 per 30 gallon drum (Intact)
	\$514.00 per 30 gallon drum (smashed)
Antifreeze	\$1.58 gallon
Latex Paint	\$4.43 gallon
Oil based Paint/stain	\$3.31 gallon
Waste Oil	\$.60 gallon
Waste Pint Stripper	\$8.85 gallon
Petroleum Contaminated Water	\$4.42 gallon
Waste Water Treatment Plant	\$3.7 cents per gallon (\$12.00 minimum)
Petroleum Contaminated Soil	\$28.00 per cubic yard (ESI Landfarm)
Petroleum Contaminated Soil Gas	\$487.00 per 55 gallon drum
Pesticide Contaminated Water	\$10.77 gallon
Pesticide Contaminated Soil RCRA	\$628.00 per 55 gallon drum
Pesticide Contaminated Soil Non-RCRA	\$17.00 per ton -\$5.00 permit fee @ Lincoln Landfill



**TIME AND MATERIALS RATE SCHEDULE
FOR LLCHD**

LABOR

Straight Time

Project Manager	\$80.00 / hr
Supervisor	\$70.00 / hr
Site Health and Safety Manager	\$65.00 / hr
40 Hour Technician	\$45.00 / hr
40 Hour Equipment Operator	\$50.00 / hr

Overtime

Overtime will be charged at 1.5 times the straight rate for all labor and equipment hours in excess of (8) eight hours per project. Double the straight rate on listed Holidays (New Years, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas.)

Emergency Response

- Level 1 - \$150.00 (Small jobs, one man and pickup, etc.)
- Level 2 - \$300.00 (Medium size jobs, multiple personnel and equipment)
- Level 3 - \$500.00 (Large jobs, mass personnel and equipment)

EQUIPMENT Truck (Includes fuel and maintenance)

Single Axle Dump Truck	\$55.00 / hr
Tandem Axle Dump Truck	\$60.00 / hr
Maxle (Multi Axle Tandem Truck)	\$85.00 / hr
Tractor with Side Dump Trailer	\$85.00 / hr
Tractor with Lowboy Trailer	\$90.00 / hr
Tractor with Tanker Trailer	\$125.00 / hr

Heavy Equipment and Service Vehicles (Includes fuel and maintenance)

Emergency Response Service Truck	\$80.00 / hr
Dominator Vacuum Truck	\$110.00 / hr
Berringer (Wet/Dry) Vacuum Truck	\$150.00 / hr
Komatsu Track Excavator w/ Thumb	\$130.00 / hr
Mobilization/Demobilization	\$140.00 / hr
Komatsu Track Excavator with Labonty Shear	\$240.00 / hr
Mobilization/Demobilization	\$140.00 / hr
John Deere 624 Wheel Loader	\$ 95.00 / hr
John Deere 744 Wheel Loader	\$110.00 / hr
Mobilization/Demobilization	\$140.00 / hr
Cat Track Loader	\$100.00 / hr
Cat Dozer	\$80.00 / hr
Gehl Forklift	\$110.00 / hr
Case 580/590 Rubber Tire Backhoe	\$80.00 / hr
John Deere Rubber Tire Skid Steer	\$65.00 / hr
Positrac Rubber Track Skid Steer	\$110.00 / hr
International Roll off Truck	\$70.00 / hr
Pickup / Fueling Truck / ER Vehicle	\$15.00 / hr
Truck Mounted Water Tank / Pump	\$100.00 / hr
Cat Concrete Grinder	\$160.00 / hr
Bradco Tractor w/submersible pump	\$48.00 / hr
Baker 21,000 Gallon Portable Storage Tanks (Frak)	

Miscellaneous Equipment

1/2 Day

Hydraulic Broom and Bucket For Skid Steer	\$45.00 / hr	
Grapple Bucket	\$10.00 / hr	
Concrete Breaker For Backhoe	\$20.00 / hr	
Drum Loading Dump Box For Skid Steer	\$160.00 / day	\$90.00
Ingersall Rand Air Compressor Trailer	\$130.00 / day	\$75.00
Generator	\$85.00 / day	\$49.00
Hotsy Pressure Washer	\$260.00 / day	\$150.00
Pressure Washer (Vac Mount)	\$100.00 / day	\$58.00
Multiple Diaphragm Pumps	\$110.00 / day	\$63.00

Trash Pump	\$85.00 / day	\$49.00
Vent Fan	\$45.00 / day	\$26.00
Drum Vacuum	\$110.00 / day	\$63.00
Metal Nibbler / Shear	\$85.00 / day	\$49.00
Magnetic Core Drill	\$45.00 / day	\$26.00
MSA 4 Gas Meter (O2, H2S, CO, LEL)	\$110.00 / day	\$63.00
Photoionization Detector (PID)	\$110.00 / day	\$63.00
Personnel Extraction Device	\$60.00 / day	\$35.00

PERSONAL PROTECTIVE EQUIPMENT

(Some materials are not compatible with every chemical. Prices below are for general use PPE. Work requiring special PPE will be billed at cost plus 20%. All PPE must be considered disposable.)

Level A Suit	\$950.00 / each
Level B Splash Resistant Suit	\$175.00 / each
Level B Encapsulated Suit	\$125.00 / each
Chemical Resistant Coveralls	\$75.00 / each
Particulate Resistant Coveralls (Coated)	\$20.00 / each
Particulate Resistant Coveralls (Uncoated)	\$15.00 / each
Splash Resistant Coveralls	\$30.00 / each
PVC Outer Gloves	\$6.00 / pair
Nitrile Outer Gloves	\$7.00 / pair
Nitrile Inner Gloves	\$1.00 / pair
Chemical Resistant Boots	\$85.00 / pair
Disposable Chemical Resistant Overboots	\$9.00 / pair
Respirator / SCBA / Supplied Air	\$130.00 / person / day
Contaminant specific respirator cartridges	Cost Plus 20%

MATERIALS

5 Gallon Open Top Pail (Poly)	\$14.00 / each
30 Gallon Open Top Drum (Steel)	\$30.00 / each
30 Gallon Open Top Drum (Poly)	\$24.00 / each
55 Gallon Open Top Drum (Steel)	\$55.00 / each
55 Gallon Open Top Drum (Poly)	\$45.00 / each
95 Gallon Overpack Drum (Poly)	\$220.00 / each
85 Gallon Overpack Drum (Steel)	\$175.00 / each
275 Gallon Tote (Reconditioned)	\$130.00 / each
5" x 10' Petroleum Sorbent Boom	\$85.00 / bag (4)
8" x 10' Petroleum Sorbent Boom	\$88.20 / bag (4)
16" x 20" Petroleum Sorbent Pillow	\$20.00 / each
Petroleum Sorbent Pads	\$2.00 / each
32" x 150' Aggressive Sorbent Roll	\$240.00 / each
16" x 18" Aggressive Sorbent Pads	\$3.00 / each
3" x 4' Aggressive Booms	\$24.00 / each
5" x 10' Aggressive Booms	\$120.00 / bag (4)
6-8 Mill Polyethylene Sheeting (20' x100' roll)	\$100.00 / each
Granular Oil Absorbent (40 lb)	\$8.00 / bag
Bio Hazard Bags	\$1.00 / each
Concentrated Degreasing Agent	\$35.00 / gallon
Sodium Bicarbonate (50 lb)/Soda Ash	\$80.00 / bag
Industrial Disinfectant	\$40.00 / gallon
Cubic Yard Box with Liner & Pallet	\$108.00 each

Special Billing Notes:

1. Time is calculated portal to portal (travel time) and must include decontamination of equipment.
2. Materials and equipment not included on this schedule will be billed at cost plus 15%
3. Subcontractors working for ESI will be billed at cost plus 15%
4. All work sites, with up to four (4) Technicians, require a Supervisor. All projects which have more Than four (4) Technicians and a Supervisor on site, or projects which require subcontractors, must Include a Project Manager. A site specific Health and Safety Manager is available for all required projects.

Proposal
Specification No. 06-074
Opening Time: 12:00 Noon
Date: March 08, 2006

The undersigned submitter, having full knowledge of the requirements of the Lincoln-Lancaster County Health Department for the below listed services and the contract documents (which include the Request for Proposal, Instructions, Specifications, Contract, and any other Addenda) and all other conditions of the Proposal, agrees to contract with the Lincoln-Lancaster County Health Department for the Below listed services for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

Requirements for:
Hazardous Chemical Emergency Response

Cost for Basic Services, as outlined in proposal _____

Cost of Disposal _____

Cost of Supplies as outlined in proposal _____

Other Fees Not Listed _____

All normal reimbursable costs shall be included in the above fees.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

NOTE:

RETURN 10 COPIES OF THE PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 06-074

ESI
Company Name
9144 S. 147th St
Street Address or P.O. Box
OKAM NE 68138
City, State Zip Code
402-896-3655 402-894-2444
Telephone No. Fax No.
DAN@ESILINKS.COM
E-Mail Address

Dan McCarty
By (Signature)
DAN MCCARTY
(Print Name)
PROJECT MANAGER
Title
MARCH 8, 2006
Date